



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

March 6, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**THE OPERATION OF A MOVING PERMIT TRANSMITTING SYSTEM
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the enclosed Agreement with Quality Permits, LLC (permit service), located in Redlands, California, for submission of oversized load permit applications via the Public Works' moving permit transmitting system, effective upon Board approval and until canceled by either party.
2. Instruct the Chairman to sign the Agreement.
3. Authorize the permit service to proceed in accordance with the Agreement's specifications, terms, conditions, and requirements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, the permit service is required to submit applications for moving permits for oversized loads moved on the County-maintained roads in person at one of the Public Works' permit counters. This Agreement will allow the permit service to submit moving permit applications from their offices via the moving permit transmitting system. Submission of applications for moving permits via this system will improve our customer service by reducing the need to process these applications in person at one of our permit counters.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Service Excellence. This process will allow this permit service to obtain our services in a more efficient and cost-effective manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The permit service has provided a \$2,500 security deposit. This deposit may be increased to such an amount as is required to protect the public interest. Each permit issued by Public Works through the system may be subject to a handling charge based on the actual processing costs.

This Agreement will commence on the date of Board approval. This Agreement will remain in effect until canceled by either party.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 14, 1990, Synopsis 35, your Board entered into Agreements that allowed two other firms the option of submitting moving permits via a transmitting system. Subsequently, your Board has approved 19 additional Agreements for moving permits. This Agreement is consistent with those Agreements.

This Agreement contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, and the Safely Surrendered Baby Law.

This Agreement has been properly executed by the permit service and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This recommended contract does not constitute a project as defined by California Environmental Quality Act (CEQA) and, therefore, is not subject to the provisions of CEQA.

CONTRACTING PROCESS

All companies that are in compliance with the Los Angeles County Code, Section 16.14.030, may request to enter into this type of Agreement. However, only those companies with Agreements on file with Public Works are afforded the option of using the transmitting system.

Permit applications received via the transmitting system from companies without an Agreement are not processed.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that the permit service will not be requested to perform services that will exceed the Agreement's scope of work and/or dates.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Agreement will not affect Public Works personnel, as no additional personnel will be required to provide this service.

The Honorable Board of Supervisors
March 6, 2007
Page 4

CONCLUSION

Enclosed are three copies of the Agreement. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

KV
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Enc. 3

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR
THE OPERATION OF A MOVING PERMIT TRANSMITTING SYSTEM

THIS AGREEMENT, made and entered into this _____ day of _____, 2007, by and between COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as the COUNTY) and QUALITY PERMITS, LLC (hereinafter referred to as PERMIT SERVICE).

The following conditions are mutually agreed to by these parties.

1. PERMIT SERVICE will transmit moving permit applications via facsimile and/or through the COUNTY'S Simple Permits Application Tracking System (SPATS) or any successor program or process to the COUNTY and for the COUNTY to transmit approved moving permit applications back to PERMIT SERVICE.
2. PERMIT SERVICE will be invoiced monthly for permits issued by the COUNTY to or through PERMIT SERVICE via facsimile and/or SPATS. The COUNTY will submit to PERMIT SERVICE a summary invoice with copies of issued permits for supporting documentation. Payment shall be made by PERMIT SERVICE to the COUNTY within 30 days of the invoice date and shall be in accordance with the then current procedures required by the COUNTY. Moving permits will be issued as outlined in Exhibit A. These procedures will be updated as required by the COUNTY.
3. PERMIT SERVICE shall be responsible for the payment of all of the COUNTY fees on approved moving permits PERMIT SERVICE transmits through facsimile and/or SPATS.
4. Permits submitted through facsimile and/or SPATS will be issued for one trip only. As security for the fees for permits issued, the Director of Public Works will require a cash deposit. Such deposit will be in the amount of not less than \$2,500. The Director may, from time to time, require an additional deposit(s), if, in the Director's opinion; the deposit(s) on file has become insufficient for the protection of the public interest.
5. Each permit issued by the COUNTY through facsimile and/or SPATS will be subject to the COUNTY handling charge based on the actual COUNTY costs. The Director may, from time to time, change the handling charge as the Director determines.
6. Failure on the part of PERMIT SERVICE to procure or maintain the level of deposit required herein shall constitute a material breach of this AGREEMENT under which the COUNTY may immediately terminate or suspend this AGREEMENT.

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7. PERMIT SERVICE recognizes that from time to time technical malfunctions will occur in facsimile and/or SPATS operations. PERMIT SERVICE, therefore, agrees to indemnify, defend, and hold harmless the COUNTY, its elected and appointed officers, agents, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature for any loss due to the nonissuance and/or nontransmittal or receipt of permits.
8. This AGREEMENT commences on the day it is approved by COUNTY'S Board of Supervisors.
9. PERMIT SERVICE shall be fully responsible for possessing or obtaining any required licenses/permits from the appropriate Federal, State, or local authorities to perform this service.
10. This AGREEMENT is by and between the COUNTY and PERMIT SERVICE and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the PERMIT SERVICE. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
11. PERMIT SERVICE shall indemnify, defend, and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees) arising from or connected with PERMIT SERVICE'S acts and/or omissions arising from and/or relating to this AGREEMENT.
12. PERMIT SERVICE shall not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written approval of the COUNTY.
13. The requirements of this AGREEMENT may not be subcontracted by PERMIT SERVICE without the advance written approval of COUNTY. Any attempt by PERMIT SERVICE to subcontract without the prior written consent of COUNTY may be deemed a material breach of this AGREEMENT, and the COUNTY may terminate for this AGREEMENT default.
 - a. If PERMIT SERVICE desires to subcontract, PERMIT SERVICE shall provide the following information promptly at COUNTY'S request:
 - i. A description of the work to be performed by the subcontractor;
 - ii. A draft copy of the proposed subcontract; and

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- iii. Other pertinent information and/or certifications requested by COUNTY.
 - b. PERMIT SERVICE shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were PERMIT SERVICE employees.
 - c. PERMIT SERVICE shall remain fully responsible for all performances required of it under this AGREEMENT, including those that the PERMIT SERVICE has determined to subcontract, notwithstanding COUNTY'S approval of PERMIT SERVICE'S proposed subcontract.
 - d. COUNTY'S consent to subcontract shall not waive COUNTY'S right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this AGREEMENT. PERMIT SERVICE is responsible to notify its subcontractors of this COUNTY right.
 - e. COUNTY'S Contract Manager is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and subcontractor employees.
 - f. PERMIT SERVICE shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding COUNTY'S consent to subcontract.
 - g. PERMIT SERVICE shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by COUNTY from each approved subcontractor. PERMIT SERVICE shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.
14. COUNTY reserves the right to cancel this AGREEMENT at any time without cause. It is not the intent of COUNTY to terminate this AGREEMENT except for sound business reasons of which the COUNTY will be the sole judge. However, and notwithstanding:
- a. The Director may at any time terminate this AGREEMENT, or any portion thereof, without cause and without liability by delivering to the PERMIT SERVICE written notice specifying the desired termination date at least 30 days in advance thereof.

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- b. Fees and handling charges for permits processed by PERMIT SERVICE under this AGREEMENT shall be delivered to the COUNTY by the termination date.
15. PERMIT SERVICE agrees that its activities shall be in accordance with the terms and conditions of this AGREEMENT. The COUNTY reserves the right to terminate the whole or any part of this AGREEMENT for any one of the circumstances contained in Section 14.
16. PERMIT SERVICE hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17) to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or permit issuance activity allowed or supported by this AGREEMENT.
17. PERMIT SERVICE shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives and all provisions required thereby to be included in this AGREEMENT are hereby incorporated by reference. PERMIT SERVICE shall indemnify and hold the COUNTY harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of PERMIT SERVICE, its employees, agents, or subcontractor of any such laws, rules, regulations, or ordinances.
18. This AGREEMENT shall be governed by, and construed in accordance with and governed by the laws of the State of California. PERMIT SERVICE agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY.
19. The COUNTY may, by written notice to PERMIT SERVICE, immediately terminate the right of PERMIT SERVICE to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by PERMIT SERVICE, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment, or extension of this AGREEMENT or the making of any determinations with respect to PERMIT SERVICE'S performance pursuant to this AGREEMENT. In the event of such termination, the COUNTY shall be entitled to pursue that same remedies against PERMIT SERVICE as it could pursue in the event of default by PERMIT SERVICE. PERMIT SERVICE shall immediately report any attempt by the COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to COUNTY'S Auditor-Controller's Employee Fraud Hotline at

(800) 554-6861. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

20. If any provision of this AGREEMENT or the application thereof to any person or circumstance is held invalid, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby.
21. No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of said provision or any other provision of this AGREEMENT. Failure of either party to enforce at any time, or from time to time, any provision of this AGREEMENT shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
22. The COUNTY may terminate this AGREEMENT forthwith for default in the event of the occurrence of any of the following:
 - a. Insolvency of PERMIT SERVICE. PERMIT SERVICE shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not PERMIT SERVICE is insolvent within the meaning of Federal Bankruptcy Code or not;
 - b. The filing of a voluntary or involuntary petition regarding PERMIT SERVICE under the Federal Bankruptcy Code;
 - c. The appointment of a Bankruptcy Receiver or Trustee for PERMIT SERVICE; or
 - d. The execution by PERMIT SERVICE of a general assignment for the benefit of creditors.

The rights and remedies of the COUNTY provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

23. PERMIT SERVICE shall not disclose any details in connection with this AGREEMENT to any person or entity, except as may be otherwise provided hereunder or required by law. However, in recognizing PERMIT SERVICE'S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit PERMIT SERVICE from publicizing its role under this AGREEMENT within the following conditions:
 - a. PERMIT SERVICE shall develop all publicity material in a professional manner;

- b. During the course of performance of this AGREEMENT, PERMIT SERVICE shall not and shall not authorize others to publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the Director. The COUNTY shall not unreasonably withhold written consent; and
 - c. PERMIT SERVICE may, without prior written consent of the COUNTY, indicate in its proposals and sales materials that it has entered into an agreement with COUNTY, except as the requirements of Section 23 a through c shall apply.
24. Any notices desired or required may be given by enclosing the notice in a sealed envelope addressed to the party for whom intended and deposited, with postage prepaid, in the United States Post Office or any substation thereof, or any U.S. Mail box. Any such notice and the envelope containing the notice shall be addressed to PERMIT SERVICE at its place of business as designated below, or such other places as may be hereinafter designated in writing by PERMIT SERVICE at:

Quality Permits, LLC
1916 Orange Tree Lane, Suite 450-H
Redlands, CA 92374

The notices and envelopes containing the same to COUNTY shall be addressed to:

County of Los Angeles Department of Public Works
Construction Division
Permits and Utilities Section, 8th Floor
P.O. Box 1460
Alhambra, CA 91802-1460

25. In the event of suspension or termination of this AGREEMENT, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the PERMIT SERVICE. Actual knowledge of such suspension or termination by the owner of PERMIT SERVICE shall, in any case, be sufficient notice.
26. PERMIT SERVICE, each COUNTY lobbyist, or COUNTY lobbying firm, as defined in the Los Angeles County Code Section 2.160.010, retained by PERMIT SERVICE shall fully comply with COUNTY'S Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. PERMIT SERVICE'S signature on this AGREEMENT is its certification that it is in full compliance with Chapter 2.160. Failure on the part of PERMIT SERVICE or any COUNTY lobbyist or COUNTY lobbying firm retained by PERMIT SERVICE to fully comply with COUNTY'S Lobbyist Ordinance shall constitute a material breach of this AGREEMENT upon

which COUNTY may, in its sole discretion, immediately terminate or suspend this AGREEMENT.

27. PERMIT SERVICE acknowledges that the COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders.
 - a. PERMIT SERVICE understands that it is COUNTY'S policy to encourage all COUNTY contractors (PERMIT SERVICE) to voluntarily post COUNTY'S L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at PERMIT SERVICE'S place of business. COUNTY'S Child Support Services Department will supply PERMIT SERVICE with the poster to be used.
 - b. PERMIT SERVICE acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
 - c. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting PERMIT SERVICE'S duty under this AGREEMENT to comply with all applicable provisions of law, PERMIT SERVICE warrants that it is now in compliance and shall during the term of this AGREEMENT maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
 - d. Failure of PERMIT SERVICE to maintain compliance with the requirements set forth in this Section shall constitute a default under this AGREEMENT. Without limiting the rights and remedies available to COUNTY under any other provision of this AGREEMENT, failure of PERMIT SERVICE to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this AGREEMENT pursuant to this Section and pursue debarment of PERMIT SERVICE pursuant to County Code Chapter 2.202.
28. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is COUNTY'S policy to conduct business only with responsible contractors.

- a. PERMIT SERVICE is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the COUNTY acquires information concerning the performance of PERMIT SERVICE on this or other contracts/agreements which indicates that PERMIT SERVICE is not responsible, the COUNTY may, in addition to other remedies provided in this AGREEMENT, debar PERMIT SERVICE from bidding on and/or receiving COUNTY contracts/agreements for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts/agreements PERMIT SERVICE may have with COUNTY.
- b. The COUNTY may debar PERMIT SERVICE if the Board finds, in its discretion, that PERMIT SERVICE has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on PERMIT SERVICE'S quality, fitness or capacity to perform a contract/agreement with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- c. If there is evidence that PERMIT SERVICE may be subject to debarment, Public Works will notify PERMIT SERVICE in writing of the evidence, which is the basis for the proposed debarment, and will advise PERMIT SERVICE of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- d. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. PERMIT SERVICE and/or PERMIT SERVICE'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether PERMIT SERVICE should be debarred, and, if so, the appropriate length of time of the debarment.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. PERMIT SERVICE and/or PERMIT SERVICE'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether PERMIT SERVICE should be debarred, and, if so, the appropriate length of time of the debarment. PERMIT SERVICE and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- g. If a contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- i. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- j. These terms shall also apply to subcontractors of PERMIT SERVICE.

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29. Should PERMIT SERVICE require additional or replacement personnel after the effective date of this AGREEMENT, PERMIT SERVICE shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the PERMIT SERVICE'S minimum qualifications for the open position. For this purpose, consideration shall mean that PERMIT SERVICE will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by category to PERMIT SERVICE.
30. PERMIT SERVICE shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit B).
31. Consistent with Board policy to reduce the amount of solid waste deposited at COUNTY landfills, PERMIT SERVICE agrees to use recycled-content paper to the maximum extent possible under this AGREEMENT.
32. For any change which affects the scope of work, term, contract sum, payments, or any term or condition included in this AGREEMENT, an amendment shall be prepared and executed by PERMIT SERVICE and the Board or, if delegated by the Board, the Director and PERMIT SERVICE.
33. The Board or County's Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in this AGREEMENT during the term of this AGREEMENT. The COUNTY reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment to this AGREEMENT shall be prepared by Public Works for execution by AGREEMENT and the Director.
34. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with PERMIT SERVICE. This AGREEMENT shall not restrict COUNTY from acquiring similar, equal, or like goods and/or services from other entities or sources.
35. PERMIT SERVICE acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. PERMIT SERVICE understands that it is the COUNTY'S policy to encourage all COUNTY contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the PERMIT SERVICE'S place of business (Exhibit C). PERMIT SERVICE will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply PERMIT SERVICE with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

36. PERMIT SERVICE shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C of this AGREEMENT and is also available on the Internet at www.babysafela.org for printing purposes.
37. This AGREEMENT is subject to the provisions of COUNTY'S ordinance entitled PERMIT SERVICE Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
- a. Unless PERMIT SERVICE has demonstrated to the COUNTY'S satisfaction either that PERMIT SERVICE is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that PERMIT SERVICE qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), the PERMIT SERVICE shall have and adhere to a written policy that provides that its Employees shall receive from PERMIT SERVICE, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with PERMIT SERVICE or that PERMIT SERVICE deduct from the Employee's regular pay the fees received for jury service.
 - b. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of PERMIT SERVICE. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If PERMIT SERVICE uses any subcontractor to perform services for COUNTY under this AGREEMENT, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the AGREEMENT.
 - c. If PERMIT SERVICE is not required to comply with the Jury Service Program when this AGREEMENT commences, PERMIT SERVICE shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and PERMIT SERVICE shall immediately notify COUNTY if PERMIT SERVICE at any time either comes within the Jury Service Program's definition of "Contractor" or if PERMIT

SERVICE no longer qualifies for an exception to the Jury Service Program. In either event, PERMIT SERVICE shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during this AGREEMENT and at its sole discretion, that Contractor demonstrate to COUNTY'S satisfaction that PERMIT SERVICE either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

- d. PERMIT SERVICE'S violation of this Section of this AGREEMENT may constitute a material breach of this AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate this AGREEMENT and/or bar PERMIT SERVICE from the award of future COUNTY contracts/agreements for a period of time consistent with the seriousness of the breach.

38. Failure by PERMIT SERVICE to comply with provisions of this paragraph will constitute a material breach of this AGREEMENT and will be grounds for immediate termination of this AGREEMENT for default. PERMIT SERVICE shall:

- a. Not knowingly sell or supply to COUNTY any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies, or other personal property PERMIT SERVICE sells or supplies to COUNTY;
- c. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should COUNTY discover that any products, goods, supplies, or other personal property sold or supplied by PERMIT SERVICE to COUNTY are produced in violation of any international child labor conventions, CONTRACTOR shall immediately provide an alternative, compliant source of supply.

39. This AGREEMENT constitutes the entire agreement between the COUNTY and PERMIT SERVICE with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and PERMIT SERVICE has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

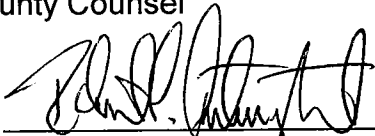
ATTEST:

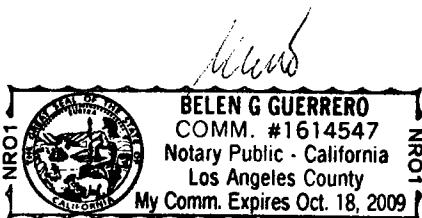
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy


APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

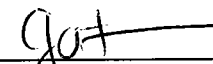
By  _____
Deputy



QUALITY PERMITS, LLC


By  _____
Its President

Jovito Francisco
Type or Print Name

By  _____
Its Secretary

Jovito Francisco
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

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| <p>State of <u>California</u> } County of <u>Los Angeles</u> } On <u>Dec 17th 2006</u> before me _____ <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small></p> <p>personally appeared <u>Jovito D Francisco Jr</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <div style="text-align: center; margin-top: 20px;">  _____ <small>SIGNATURE OF NOTARY</small> </div> | <p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>LLC</u></p> <p>_____, AND _____</p> <p><small>TITLE(S)</small></p> <p><input checked="" type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) <u>Jovito D Francisco Jr.</u></p> <p>_____ _____</p> |
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ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

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| <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> | <p>Title or Type of Document <u>Agreement For the operation of a Moving Permit</u> <small>Transmission system</small></p> <p>Number of Pages <u>13</u> Date of Document <u>12/17/2006</u></p> <p>Signer(s) Other Than Named Above <u>[Signature]</u></p> |
|---|---|

**MOVING PERMIT INSTRUCTIONS
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

For validation using the Moving Permit Transmitting System:

1. No application for moving permits will be accepted unless proper insurances are on file with the Department of Public Works.
2. Once a month the Department of Public Works will provide an updated list of Workers' Compensation and Auto Liability Insurances that have been placed on file in regards to moving permits. Before filling out applications, check this list to see if the permittee has Workers' Compensation and Auto Liability Insurance on file with the Department of Public Works.
3. Fill out and sign the permit application.
4. Check to see if the date and time of move (such as January 15, 1994, at 9 a.m.) is in the proper place on the application.
5. Enter "Sec. ()" on the deposit line.
6. All overheight permits must be accomplished by a properly filled out and signed Declaration of Route Review (must use form provided by the County).

No permits will be issued after 4:30 p.m. Monday through Thursday. Permit requests received after 4:30 p.m. will be issued after 7:45 a.m. the next working day.

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2005)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2005)

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grady and Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

| | | |
|---|------------------|------------------------|
| Company Name: <u>Quality Permits LLC</u> | | |
| Company Address: <u>1916 Orange Tree LN 450-H</u> | | |
| City: <u>Redlands</u> | State: <u>CA</u> | Zip Code: <u>92374</u> |
| Telephone Number: <u>(909) 748-7715</u> | | |
| (Type of Goods or Services): <u>Transportation Permits.</u> | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☒ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

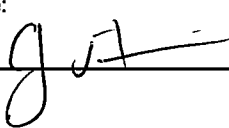
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|---|---------------------------------|
| Print Name: <u>Jovito D Francisco Jr</u> | Title: <u>Co-owner - CEO</u> |
| Signature:  | Date: <u>12/18/06</u> |

CONFLICT OF INTEREST CERTIFICATION

I, Jovito D Francisco Jr.

- ☐ sole owner
☐ general partner
☐ managing member
☐ President, Secretary, or other proper title) CO owner / Chief Financial officer.

of Quality Permits LLC.
Name

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

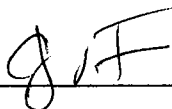
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed



Date

12/18/06

GAIN/GROW EMPLOYMENT COMMITMENT

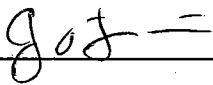
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

| | |
|---|-------------------------|
| Signature  | Title Co owner / CFO |
| Firm Name Quality Permits LLC. | Date 12/18/06. |